



DEPARTMENT OF THE ARMY

U.S. Army Corps of Engineers
WASHINGTON, D.C. 20314-1000

REPLY TO
ATTENTION OF:

CERE-M

16 DEC 1997

MEMORANDUM FOR SEE DISTRIBUTION

SUBJECT: Army Regulation (AR) 405-80, Management of Title and Granting Use of Real Property

1. Reference: Army Regulation (AR) 405-80, Management of Title and Granting Use of Real Property, dated 10 October 97, effective 11 November 1997 (Encl 1).
2. In accordance with revised AR 405-80, all previous general delegations of authority are superseded, replaced, and revoked. Installation or project specific delegations remain in effect. In order to provide implementation as quickly as possible, several interim measures are provided in this Memorandum and in a Memorandum to the USACE divisions.
3. The implementing Technical Manual for military actions will be published in the near future. In the meantime, the revised Report of Availability format and two draft installation licenses are attached for immediate use (Encls 2, 3 and 4).
4. The Memorandum to the USACE divisions authorizes redelegation to execute, manage, renew, supplement, or revoke licenses or permits, which do not require an appraisal or formal estimate of value and which are for a term of 5 years or less, to individuals who meet the attached qualifying standards (Encl 5). As set out in AR 405-80, these individuals must be recommended by the appropriate MACOM, NGB, or USARC. I request that you make such recommendations directly to the geographic district for the installation, or USAR Regional Support Command, at which the individual is located.
5. Any redelegations will include appropriate oversight and control procedures to ensure that documents are signed only by qualified persons in compliance with Army policy and applicable laws. For redelegations of authority to individuals recommended by the appropriate MACOM, NGB, or USARC, the redelegation, at a minimum, will:
 - a. require that all documents be issued and executed under the redelegation use project- or installation-specific formats provided by the district, prepared in accordance with the formats in ER 405-1-12, Chapter 8;
 - b. require copies of all documents signed under the redelegation to be furnished to the USACE district;

CERE-M

SUBJECT: Army Regulation (AR) 405-80, Management of Title and Granting Use of Real Property

c. be for a term of 5 years; at the end of the term, the term may be extended after review and revalidation of the qualifying criteria and of the actions performed under the redelegation; and


d. terminate, automatically, upon the resignation, retirement, or transfer of the individual to another office that has no organizational responsibilities for real estate.

6. The formats, guidance and procedures set out in Engineer Regulation (ER) 405-1-12, Chapter 8, will continue in force, except with regard to increased redelegation of authority set out above, and except where superseded or revised by AR 405-80. Required revisions will be published as soon as possible.

7. You are encouraged to submit proposed modifications or additions to the qualifying standards.

FOR THE COMMANDER:

Encls


B. J. FRANKEL
Director of Real Estate

DISTRIBUTION:

COMMANDER-IN-CHIEF

U.S. ARMY, EUROPE, AND SEVENTH ARMY

COMMANDER

US ARMY MILITARY TRAFFIC MANAGEMENT COMMAND, ATTN: MTPAL-FE
5611 COLUMBIA PIKE, FALLS CHURCH, VA 22041-5050

US ARMY ARMED FORCES COMMAND, ATTN: AFPI-ENP
FORT MCPHERSON, GEORGIA 30330-6000

US ARMY MEDICAL COMMAND, ATTN: HSLO-FP
FORT SAM, HOUSTON, TEXAS 78234-6000

US ARMY INTELLIGENCE AND SECURITY COMMAND, ATTN: IALOG-IF
FORT HUACHUCA, AR 85613

US ARMY MATERIAL COMMAND, ATTN: AMCEN-R
5001 EISENHOWER AVENUE, ALEXANDRIA, VA 22333-0001

US ARMY MILITARY DISTRICT OF WASHINGTON, ATTN: ANEN-PS
BUILDING 42, FORT MCNAIR, WASHINGTON, DC 20319-5050

CERE-M

SUBJECT: Army Regulation (AR) 405-80, Management of Title and Granting Use of Real Property

EIGHT US ARMY, ATTN: FKEN-FP

US ARMY, SOUTH, ATTN: ANEN-PS, BUILDING 42, FORT MCNAIR,
WASHINGTON, DC 20314-5050

US ARMY TRAINING AND DOCTRINE COMMAND, ATTN: ATBO-GPL
FORT MONROE, VA 23651-5000

US ARMY PACIFIC COMMAND, ATTN: USARPAC-C-PE, FORT SHAFTER,
HAWAII 96858-5100

US ARMY NATIONAL GUARD BUREAU, ATTN: NGB-AEN

111 SOUTH GEORGE MASON DRIVE

ARLINGTON, VA 22204-1382

US ARMY RESERVE COMMAND, ATTN: AFRC-ENP-E, 3800 NORTH CAMP CREEK
PARKWAY, SW, ATLANTA, GA 30331-5099

SUPERINTENDENT, US ARMY MILITARY ACADEMY, ATTN: MAEN-E-R, WEST
POINT, NEW YORK 10996-1592

HEADQUARTERS, DEPARTMENT OF THE ARMY INSTRUCTIONS FOR PREPARING A REPORT OF AVAILABILITY (ROA)

Except for Section A, the ROA is a checklist. Certain questions may require the attachment of supporting information or documents. The final approved package is designed to incorporate all data necessary to complete an outgrant on the subject property and to show the issues which were considered throughout the chain of command. Flexibility is essential, yet still yielding a final product which can be staffed and finally put in the outgrant file. The ROA format is set up so that different sections can be prepared and staffed separately and signed by different Army elements, if required.

Section A is the Determination of Availability, and, although shown first, is signed after Sections B and C have been completed, reviewed and approved. Part 1, MACOM certification is only used if the ROA is not within the approval authority of the MACOM.

Section B is the general and operational information for making property available. This Section of the ROA would usually be the starting of the outgrant process. If the outgrant is the culmination of the Master Plan process, then this section would pull information from the Master Plan and installation data. If a private party has requested the outgrant or outgrant expansion, then the office which takes the request would fill in as much information as is available and submit it for further processing.

Section C contains environmental considerations. Section C would be added to the Section B by the appropriate environmental office or offices with expertise in the various areas. This section could be divided into more than one subpart if the installation organization involves several offices which each need to sign a portion.

The ROA, with attachments, will be forwarded to HQDA, if applicable, via a cover memo which states that staffing within required MACOM offices (BRAC, environmental, legal and real estate) has been completed. The FOSL and the Environmental Baseline Study (EBS) should be prepared in accordance with AR 200-1 and DA PAM 200-1. National Environment Policy Act (NEPA) documentation should be in accordance with AR 200-2. When responding to an item for which the answer is contained in a document previously submitted to the MACOM or to HQDA (in sufficient copies), clearly identify where the document is located and reference document title, date, page, paragraph, etc.

If the ROA is required to be forwarded to HQDA, and a Record of Consideration cites Categorical Exclusion A-21 based on a pre-existing NEPA analysis, then appropriate extracts from the NEPA document are to be attached to the ROA.

SECTION A

DETERMINATION OF AVAILABILITY

Part 1. MACOM CERTIFICATION

FOR THOSE ACTIONS TO BE EXECUTED BY ACSIM OR DASA(I&H):

The information furnished in Sections B and C has been fully coordinated with BRAC, if applicable, Environmental, legal, and real estate and is accurate and complete. I recommend that the Determination of Availability be approved by signing Section A, Part 2, of this ROA.

Date

MACOM Certification Authority

I have reviewed Section C, Environmental Considerations, including all attachments, and, if this is a lease action, the draft FOSL and EBS, and have determined that the environmental considerations are legally sufficient.

Date

SIGNATURE

(MACOM Staff Judge Advocate/Counsel)

DETERMINATION OF AVAILABILITY

Part 2. APPROVAL

1. Based upon the attached Report of Availability (ROA) and its findings, which have been reviewed for accuracy and completeness, I have determined that the intended use of this property as set out in the attached Report of Availability is in the public interest or promotes national defense and is consistent with delegated authorities, applicable laws and regulations.
2. I have determined that the proposed use is compatible with the installation mission and with the installation Master Plan. (INSERT IF APPLICABLE: The use will directly support or further the installation mission.)
3. (NON-BRAC) I have determined that the property is not excess to the overall installation purpose and has not been identified as not utilized in an ICARPUS.
4. The proposed outgrant action described in the ROA is approved (subject to

(INSERT ANY ADDITIONAL INSTRUCTIONS PERTAINING TO THE OUTGRANT NEGOTIATIONS OR EXECUTION AND ANY MODIFICATION TO THE ROA OR ADDITIONAL CONDITIONS WHICH MUST BE PLACED IN THE OUTGRANT DOCUMENT).

5. I determine that the property is available for the proposed use with the restrictions as stated in the Report of Availability (and as added above) and hereby authorize negotiation and execution of an outgrant in accordance with the attached ROA and applicable laws, regulations, and policy guidance.

Date

(Approving Official)

SECTION B

REPORT OF AVAILABILITY

(Installation: _____)

GENERAL AND OPERATIONAL INFORMATION

SECTION I. OUTGRANT ADMINISTRATION:

1. Name, address and telephone number of Applicant or requestor's representative(s), if any:
2. Proposed use:
3. Proposed type of outgrant:
 - ☐ Lease
 - ☐ For BRAC: _____ Interim Lease
_____ Lease in Furtherance of Conveyance
 - ☐ Easement
 - ☐ Permit or License
4. Start date, if applicable:
5. Recommended term of outgrant:
 - _____ years; or
 - _____ months.

SECTION II. PROPERTY INFORMATION:

1. General property identification. Provide sufficient information to locate the property for environmental reviews and for the USACE District to develop a legal description to include in the outgrant document. Provide legal descriptions, if available. Attach existing maps or aerial photographs. Map(s) should also be attached to the Finding of Suitability to Lease (FOSL), if a lease, showing the nearest installation boundary.
2. Acreage: _____ Of only building space is being granted, there is no acreage.
3. General character of the property (short description of the uses of the property; i.e., industrial, residential, warehouse, etc.):

4. Are Government buildings and improvements included in the area?

☐ No.

☐ Yes. If yes, identify and describe all buildings, facilities and improvements, e.g., Identification Nos., square footage outgranted/percentage of building, type of construction, and condition:

5. Existing or preceding property use (Provide a description below for each building, facility, area, etc., in either list or table format. If the overall use is the same, i.e. industrial, then a general description is sufficient.):

6. United States property interest:

☐ fee simple title

☐ easement

☐ in-lease

☐ other.

7. Is the property subject to a reversionary interest which would be violated by the proposed use?

☐ No.

☐ Information not known. USACE District should check title documents.

☐ Yes. If yes, describe:

8. Army interest:

☐ direct control

☐ permit from a Federal Agency

☐ withdrawn from the public domain.

9. Type of jurisdiction:

☐ Exclusive Federal Jurisdiction

☐ Concurrent Federal Jurisdiction

☐ Proprietary status

10. If Exclusive or concurrent, does jurisdiction need to be retroceded to allow for the proposed use?

☐ No

☐ Yes, Explain. If a retrocession action is pending, identify the status of that effort:

SECTION III. OPERATIONAL FACTORS:

1. Will the proposed use require utilities?

☐ No. If no, go to question 2.

☐ Yes. Will Army be providing required utilities or services on a reimbursable basis?

☐ No. Are utilities, e.g. electricity, natural gas/propane/heating oil, potable water, wastewater treatment, telephone, etc., available from public utility companies?

☐ No

☐ Yes. If yes, identify the type, quantity, and provider of such services:

☐ Yes. If yes, identify the instrument to be used to establish the terms under which such services will be provided and the type, quantity, and estimated cost. Note that this instrument should be executed prior to execution of the outgrant.

2. Will the proposed use require destruction, relocation, modification, or replacement of Government facilities?

☐ No

☐ Yes. If yes, please explain: _____

3. The grant of the proposed use:

☐ a. is compatible with the operation of the installation,

☐ b. is compatible with the BRAC Implementation Plan, if BRAC,

☐ c. is compatible with with contemplated development and other activities as shown in an approved Master Plan, or

☐ d. is in support of the installation mission.

4. If it is not compatible with any of the above or in support of the installation missions, please explain why the use should be approved or list the site specific limitations, restrictions, or conditions to be included in the outgrant to make the proposed use compatible, e.g., security, access, parking, hours of operation: _____

5. Non-Environmental Safety Issues and Concerns, if any: _____

6. Airfields and Airspace:

a. Will the planned use of the property affect the airspace over or near the property or military installation?

☐ No

☐ Yes. If yes, the proposed occupancy or modification may be allowed subject to the

following restrictions being incorporated in the outgrant: _____

☐ Yes, near the property or military installation but affecting property not owned by the United States. If yes, does the United States have a potential "taking of private property" issue? Explain. _____

b. Will the outgrant of the property require the notification of the FAA?

☐ No

☐ Yes. If yes, please explain who will notify the FAA and when: _____

c. Will structures be built on the property which will require an airspace study?

☐ No

☐ Yes. If yes, please explain who will do the study and any other requirements: _____

7. REMARKS - include any legal, policy, or mission factors you are aware of which may affect the proposed use of the property: _____

SECTION IV. PRELIMINARY PROCEDURES:

1. Inventory and Condition Reports: A recent inventory showing the condition of the property is available:

☐ No

☐ Yes. Give date and location of the document: _____

2. Consideration:

☐ For BRAC, less than fair market value is recommended for this action under authority of 10 USC 2667(f). Provide justification. Current estimated caretaker or operational costs are _____. Provide any specific recommendations: _____

☐ USACE district is requested to determine fair market value for the outgranted interest.

() Consideration should be collected in cash.

() Consideration should be in cash or in-kind as set out in the attached discussion of possible in-kind consideration.

() Consideration should be offset for the improvement, maintenance, protection, repair or restoration of the property outgranted, as shown in an attached offset plan.

3. Waiver of Competition:

- ☐ Competition is not required in accordance with AR 405-80.
☐ A waiver of competition is not recommended.
☐ A waiver of competition is recommended. Provide full justification and proposed grantee, if waiver is recommended.

4. Other applicable laws, regulations, MOA's, etc. requiring consideration for processing this action:

5. Additional information that will assist in processing this application/action: _____

6. Stewart B. McKinney Homeless Requirements:

- ☐ McKinney Act requirements do not apply to this action.
☐ McKinney Act requirements apply, necessary screening has been completed, and no interest was expressed. Give dates.

7. Estimated Costs to further process the outgrant:

USACE District costs: _____

Installation costs: _____

Funds are currently available ☐ Yes ☐ No

If No, how will costs be funded? _____

8. I certify that I have reviewed Section B, that is has been coordinated in accordance with applicable command guidance, and that it is accurate and complete. Based on the information provided above, I recommend that the outgrant be

☐ APPROVED ☐ DENIED.

Date

SIGNATURE
Title

Enclosures:
(list)

SECTION C
REPORT OF AVAILABILITY
ENVIRONMENTAL CONSIDERATIONS

1. NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) REQUIREMENTS:

a. The requirements under NEPA for the proposed outgranting action have been met as follows:

☐ CX/REC. This action falls under one of the Categorical Exclusions (CX) contained in AR 200-2 (Environmental Effects of Army Actions). The environmental effect of the action has been considered. A Record of Environmental Consideration (REC) is attached, indicating the CX pursuant to which the proposed outgrant is authorized.

[If the ROA is required to be forwarded to HQDA, and the CX is based on a pre-existing NEPA analysis, then state:

☐ for BRAC, NEPA document is on file at HQDA (Identify location, title and date: _____)

☐ pertinent extracts are attached from the applicable NEPA analysis.]

☐ EA/FONSI. The impact of this action is considered to be minimal or insignificant. The Environmental Assessment (EA) with Finding of No Significant Impact (FONSI) is:

☐ for BRAC, on file at HQDA (Identify location, title and date: _____)

☐ attached.

☐ EIS/ROD. The impact of this action is considered to be significant. An Environmental Impact Statement (EIS), or supplement thereto, along with the Record of Decision (ROD) is:

☐ for BRAC, on file at HQDA (Identify location, title and date: _____)

☐ attached. (IF the EIS is too large to attach, then state where it can viewed)

b. For EA and EIS, identify mitigation actions, if any, which are required, costs, and responsible party for the mitigation: _____

c. If the EIS or EA covers more than the proposed outgranting action, explain how and where the outgranting action is analyzed and considered in the NEPA documentation: _____

2. COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), For Leases only:

a. Environmental Baseline Study:

☐ An EBS has been conducted and no hazardous, toxic, radiological waste (HTRW) substances were identified as released, stored, or disposed on the property in the threshold quantities. Go to question 3. A draft FOSL is attached. A copy of the EBS is:

☐ on file at HQDA (Identify location, title and date: _____)

☐ attached.

☐ An EBS has been conducted which indicates HTRW substances were released, stored, or disposed on the property in the threshold quantities. Hazardous storage, disposal, or release notification must be included in the outgrant document (reference 40 CFR Part 373). A draft FOSL is attached. A copy of the EBS containing the details is:

☐ on file at HQDA (Identify location, title and date: _____)

☐ attached.

b. Choose the appropriate status of remedial actions:

☐ Remedial actions have been completed so that the property is considered safe for the proposed use.

☐ Remedial actions are not required.

☐ Remedial actions have not been completed. Estimate the time to complete such action: _____. Provide details and justification for outgranting in the current condition, if applicable. Attach any land use restrictions and access clauses that must be put into the outgrant.

3. REAL PROPERTY CONTAMINATED WITH AMMUNITION, EXPLOSIVES OR CHEMICAL WEAPONS.

a. Does the property contain ammunition, explosives or chemical weapons?

☐ No. If no, go to question 4.

☐ Yes. If yes, Reference AR 385-64, "US Army Explosives Safety Program." Has a Land Disposal Site Plan (LDSP) to clean up the property been submitted through the MACOM and HQDA, DACS-SF and DAMO-SWS, the U. S. Army Technical Center for Explosives Safety, to the Department of Defense Explosives Safety Board (DDESB) for approval before cleanup and outgrant?

☐ No.

☐ Yes. If yes, have the ammunition, explosives, or chemical weapons been removed using the most appropriate technology consistent with the proposed use of the property?

☐ Yes

☐ No. Provide date when property will be cleared: _____

b. Will access rights to implement any monitoring plan or use restrictions be required?

☐ No.

☐ Yes. Describe. (Set out proposed language to be inserted in outgrant):

c. If outgrant is to another Federal agencies for compatible use of surface de-contaminated real property, list limitations, restrictions and prohibitions concerning the use of the property, to ensure personnel and environmental protection:

4. WASTE DISPOSAL (The Solid Waste Recovery Act, as amended; Resource Conservation and Recovery Act (RCRA)).

a. Choose one:

☐ The applicant will not generate hazardous waste or will not treat, dispose or store waste defined by EPA or State with RCRA primacy.

☐ The applicant will generate hazardous waste or will produce waste defined by EPA or State with RCRA primacy. Identify all waste streams and quantities:

☐ The applicant will treat or temporary store, for less than 90 days, hazardous waste as defined by EPA or State with RCRA primacy. Identify all waste streams and quantities.

b. If applicable, choose the appropriate:

☐ The applicant has obtained a hazardous waste generator identification number from EPA. ID No. _____

☐ The applicant has established records, waste management requirements, and a Spill Prevention Plan.

c. Will the grantee be required to comply with an installation's Hazardous Waste Management Plan?

☐ No

☐ Yes, provide date and location of plan.

5. COMPLIANCE WITH 10 USC 2692:

☐ The applicant will not store or dispose of non-DoD toxic or hazardous materials pursuant to 10 USC 2692.

☐ Storage or disposal of non-DoD toxic or hazardous materials has been authorized pursuant to 10 USC 2692. (Attach copy of authorization).

6. UNDERGROUND/ABOVE GROUND STORAGE TANKS.

☐ There are no Underground Storage Tanks (USTs) on the property and the applicant will not be installing such tanks. Go to question 7.

☐ There are no above ground storage tanks for fuel or other regulated substances and the applicant will not be installing such tanks. Go to question 7.

☐ There are USTs on the property and/or the applicant will be installing such tanks.

a. Existing underground storage tanks are in compliance with current laws and regulations:

☐ Yes

☐ No. Explain: _____

b. Construction of proposed underground storage tanks have been certified for such compliance:

☐ Yes

☐ No. Explain: _____

☐ There are above ground storage tanks for fuel or other regulated substances on the property and/or the applicant will be installing such tanks.

a. Existing above ground storage tanks are in compliance with current laws and regulations:

☐ Yes

☐ No. Explain: _____

b. Construction of proposed above ground storage tanks have been certified for such compliance:

☐ Yes

☐ No. Explain: _____

7. CLEAN WATER ACT (FEDERAL WATER POLLUTION CONTROL ACT):

☐ This action will not involve the discharge of any pollutants into the waters of the United States or less than one million gallons of discharge per day will be made.

☐ This action will entail the discharge of any pollutants into the waters of the United States or it is more than one million gallons into the waters of the United States per day.

☐ Will the grantee's activities on the outgranted property result in a discharge of wastewater to an accumulation, collection, or drainage system?

☐ No.

☐ Yes. If yes, can the existing wastewater collection system and treatment system accommodate such discharge without adverse operational or environmental impacts?

☐ Yes.

☐ No. If not, are there other options? Describe.

☐ Has the applicant applied for or obtained a National Pollutant Discharge Elimination System (NPDES) Permit or State equivalent from the EPA/appropriate state agency?

☐ Yes.

☐ No. If not, state whether the grantee must have a NPDES Permit or State equivalent to operate. ☐ No. ☐ Yes. If not received, state circumstances:

☐ Would the grantee's operations result in a violation of a NPDES permit or State

equivalent held by the United States?

☐ No.

☐ Yes. Explain.

☐ The Grantee is complying with the requirements of a NPDES Permit and the Grantee has a monitoring and reporting procedure.

8. CLEAN AIR ACT (FEDERAL CONFORMITY REQUIREMENTS):

☐ This action does not require a written conformity determination in accordance with EPA's rule because:

☐ The installation is in an attainment area. NOTE: The EA or EIS must contain a statement that the action conforms to the applicable State or Federal Implementation Plan, if any, with adequate supporting analysis.

☐ The installation is in a non-attainment or maintenance area and the action falls within an exemption in the rule. Attach a Record of Non-Applicability (RONA) in accordance with Army Guidance. List pollutants: _____

☐ This action is not exempt from the conformity regulation. Attach conformity determination. Describe the mitigation requirements or other restrictions, if any, which must be incorporated in the outgrant: _____

9. ENDANGERED SPECIES:

☐ Coordination with the USFWS to determine the possible presence of any federally listed endangered, threatened, or candidate species in the action area has occurred (attach correspondence). Provide date of last coordination and describe results of coordination: _____

☐ This action will not jeopardize the habitat of any endangered, threatened or candidate species of fish, wildlife, or plants pursuant to the Endangered Species Act or a state listed species.

☐ This action may jeopardize or affect: (identify on an attached map.)

☐ a federally listed endangered or threatened species; list: _____

☐ a federal candidate species; list: _____

☐ a state listed species: _____

☐ designated critical habitat; describe: _____

☐ This outgranting action may affect a federally listed endangered, threatened, or candidate species and required consultation with the USFWS has been completed. Attach any biological assessment, opinion, and correspondence with the USFWS. Accordingly, the following restrictions must be incorporated in the outgrant to protect the affected species and its habitat: _____

9. FISH AND WILDLIFE COORDINATION ACT (FWCA):

☐ This action will not jeopardize fish and wildlife species or habitat integral to Congressionally authorized mitigation or General Plans, or Army agreed to recommendations in Fish and Wildlife reports prepared under the provisions of the FWCA.

☐ This action will jeopardize fish and wildlife species or habitat integral to Congressionally authorized mitigation or General Plans, or Army agreed to recommendations in Fish and Wildlife reports prepared under the provisions of the FWCA. Impact description, and recommended actions prior to availability:

10. COASTAL ZONE MANAGEMENT (CZM) (if applicable):

☐ CZM is not applicable.

☐ CZM is applicable, and a CZM Act determination with the approved state CZM Plan has/will be obtained.

11. FLOODPLAIN:

☐ This property is not located within the 100 year floodplain and does not fall under the purview of Executive Order 11988.

☐ This property is located within the 100 year floodplain and does fall under the purview of Executive Order 11988 and (check the appropriate):

☐ The proposed occupancy or modification will not adversely impact the floodplain.

☐ There is no other practicable alternative available for this intended use.

☐ The proposed occupancy or modification may be allowed subject to the following restrictions being incorporated in the outgrant document:

12. WETLANDS:

Does the property to be outgranted contain wetlands regulated under Section 404 of the Clean Water Act (CWA) or falling under the purview of Executive Order 11990:

☐ No.

☐ Yes. Attach map showing wetland areas. The following restrictions must be incorporated in the outgrant document:

Does the action require a 404 Permit?

☐ No

☐ Yes. State status of Section 404 permit process: _____

13. HISTORICAL AND CULTURAL RESOURCES:

☐ No historical, cultural, or archaeological sites or resources have been identified on this property.

☐ Historical and/or cultural resources may be present on this property. This action has

been coordinated with the State Historic Preservation Officer (SHPO) and the Advisory Council on Historic Preservation, if applicable, in accordance with 36 CFR 800, and not restrictions apply. (Attach relevant correspondence).

☐ Historical and/or cultural resources have been identified by a survey of this property. This action has been coordinated with the State Historic Preservation Officer (SHPO) and the Advisory Council on Historic Preservation, if applicable, in accordance with 36 CFR 800. The following restrictions must be incorporated into the outgrant document to protect the property (attach any Programmatic Agreement, MOA, and relevant correspondence):

☐ Native American graves have been identified on this property. (Refer to requirements of the American Indian Religious Freedom Act and Native American's Graves Protection and Repatriation Act). Consultation on the disposition of Native American graves and objects has been initiated with interested Native American organizations; correspondence attached.

☐ Archaeological sites or resources have been identified on this property. Refer to the Antiquities Act; Archaeological and Historical Preservation Act; and Archaeological Resources Protection Act. The plan for curation and disposition of these resources is attached.

14. LEAD-BASED PAINT:

a. Are there improvements constructed prior to 1960 which are considered to contain lead-based paint or which have been determined to contain lead-based paint?

☐ No

☐ Yes. If there has been a survey, attach.

b. Are there improvements constructed between 1960 and 1978 which are considered to contain lead-based paint or which have been determined to contain lead-based paint?

☐ No

☐ Yes. If there has been a survey, attach.

c. Are these improvements the type that children under age seven frequently inhabit, e.g. housing, child care? ☐ No ☐ Yes, lead-based paint notice is required.

15. OTHER ENVIRONMENTAL CONSIDERATIONS:

a. Is there any Asbestos Containing Material (ACM) on the property?

☐ No

☐ Yes. If yes, attach any surveys, condition and type.

b. Will the proposed outgrant activity impact an area designated under the Wild and Scenic Rivers Act?

☐ No

☐ Yes. If yes, what conditions may need to be included in the outgrant?

c. Will the proposed outgrant activity involve the use of insecticide, fungicide, and rodenticide so that compliance with the Federal Insecticide, Fungicide, and Rodenticide Act is

necessary, e.g. Agricultural, golf courses, restaurants?

☐ No

☐ Yes. If yes, list:

d. Are there polychlorinated biphenyls (PCBs) present?

☐ No

☐ Yes.

e. Has a radon survey been completed for the buildings to be outgranted?

☐ No.

☐ Yes. Choose one:

☐ no buildings have radon in excess of applicable standards.

☐ the following buildings exceed standards: List with appropriate use restrictions:

f. Are there any other special-purpose environmental laws applicable to the proposed activity?

☐ No

☐ Yes. Explain: _____

g. Is further environmental study required?

☐ No

☐ Yes. Explain: _____

16. ADDITIONAL COMMENTS: _____

17. I certify that I have reviewed Section C, that is has been coordinated in accordance with applicable command guidance, and that it is accurate and complete. Based on the information provided above, I recommend that the outgrant be

☐ APPROVED ☐ DENIED.

Date

SIGNATURE
Title

18. I have reviewed Section C, Environmental Considerations, including all attachments, and, if this is a lease action, the draft FOSL and EBS, and have determined that the environmental considerations are legally sufficient.

Date

SIGNATURE
(Installation JAG/Counsel)

LICENSE TO SUPPORT CONTRACT

1. TERM
2. CONSIDERATION
3. NOTICES
4. AUTHORIZED REPRESENTATIVES
5. SUPERVISION BY THE INSTALLATION COMMANDER
6. APPLICABLE LAWS AND REGULATIONS
7. CONDITIONAL USE BY GRANTEE
8. CONDITION OF PREMISES
9. COST OF UTILITIES
10. PROTECTION OF PROPERTY
11. INDEMNITY
12. RESTORATION
13. TERMINATION
14. ENVIRONMENTAL PROTECTION

NO. _____

DEPARTMENT OF THE ARMY LICENSE

INSTALLATION

COUNTY, STATE

THE SECRETARY OF THE ARMY, hereinafter referred to as the Secretary, under the general administrative authority of the Secretary, hereby grants to _____

hereinafter referred to as the grantee, a license to authorize use of property under Contract No. _____, over, across, in and upon lands of the United States, as identified in Exhibit(s) _____, attached hereto and made a part hereof, hereinafter referred to as the premises.

THIS LICENSE is granted subject to the following conditions.

1. TERM

This license is granted for a term of __ (insert for the same term as the contract) __, beginning _____, _____ and ending _____, _____, but revocable at will by the Secretary.

2. CONSIDERATION

The consideration for this license is the performance of Contract No. _____.

3. NOTICES

All notices and correspondence to be given pursuant to this license shall be addressed, if to the grantee, to _____; and if to the United States, to the Installation Commander, Attention: Director of Public Works, _____; or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

4. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary", "Installation Commander", or "said officer" shall include their duly authorized representatives. Any reference to "grantee" shall include any duly authorized representatives.

5. SUPERVISION BY THE INSTALLATION COMMANDER

The use and occupation of the premises shall be subject to the general supervision and approval of the Installation Commander, _____ Installation hereinafter referred to as said officer, and to such rules and regulations as may be prescribed from time to time by said officer.

6. APPLICABLE LAWS AND REGULATIONS

The grantee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the premises are located.

7. CONDITIONAL USE BY GRANTEE

The exercise of the privileges herein granted shall be:

- a. without cost or expense to the United States;
- b. subject to the right of the United States to improve, use or maintain the premises.
- c. subject to other outgrants of the United States on the premises.
- d. personal to the grantee, and this license, or any interest therein, may not be transferred or assigned.
- e. subject to continued performance of Contract No. _____.

8. CONDITION OF PREMISES

The grantee acknowledges that it has inspected the premises, knows its condition, and understands that the same is granted without any representations or warranties whatsoever and without any obligation on the part of the United States.

9. COST OF UTILITIES

The grantee shall pay the cost, as determined by the officer having immediate supervision over the premises, of producing and/or supplying any utilities and other services furnished by the

Government or through Government-owned facilities for the use of the grantee, including the grantee's proportionate share of the cost of operation and maintenance of the Government-owned facilities by which such utilities or services are produced or supplied. The Government shall be under no obligation to furnish utilities or services. Payment shall be made in the manner prescribed by the officer having such jurisdiction.

10. PROTECTION OF PROPERTY

The grantee shall keep the premises in good order and in a clean, safe condition by and at the expense of the grantee. The grantee shall be responsible for any damage that may be caused to property of the United States by the activities of the grantee under this license, and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the grantee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefor by the grantee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

11. INDEMNITY

The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property of the grantee, or for damages to the property or injuries to the person of the grantee's officers, agents, or employees or others who may be on the premises at their invitation or the invitation of any one of them, and the grantee shall hold the United States harmless from any and all such claims not including damages due to the fault or negligence of the United States or its contractors.

12. RESTORATION

On or before the expiration of this license or its termination by the grantee, the grantee shall vacate the premises, remove the property of the grantee, and restore the premises to a condition satisfactory to said officer. If, however, this license is revoked, the grantee shall vacate the premises, remove said property and restore the premises to the aforesaid condition within such time as said officer may designate. In either event, if the grantee shall fail or neglect to remove said property and restore the premises, then, at the option of said officer, the property shall either become the property of the United States without compensation therefor, or said officer may cause the property to be removed and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work. The grantee shall also pay the United States on demand any sum which may be expended by the United States after the expiration, revocation, or termination of this license in restoring the premises.

13. TERMINATION

This license may be terminated by the grantee at any time by giving said officer at least ten (10) days notice in writing. The license will terminate upon termination of Contract No. _____.

14. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties to this license shall protect the premises against pollution of its air, ground and water. The grantee shall comply with any laws, regulations, conditions, or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by said Environmental Protection Agency, or any Federal, state, interstate or local governmental agency are hereby made a condition of this license. The grantee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs from the grantee's activities, the grantee shall be liable to restore the damaged resources.

c. The grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises.

15. HISTORIC PRESERVATION

The grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the premises, the grantee shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed.

16. DISCLAIMER

This license is effective only insofar as the rights of the United States in the premises are concerned; and the grantee shall obtain any permit or license which may be required by Federal, state, or local statute in connection with the use of the premises. It is understood that the granting of this license does not preclude the necessity of obtaining a Department of the Army permit for activities which involve the discharge of dredge or fill material or the placement of fixed structures in the waters of the United States, pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (33 USC 403), and Section 404 of the Clean Waters

Act (33 USC 1344).

THIS LICENSE is not subject to Title 10, United States Code, Section 2662, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army, this _____ day of _____, _____.

THIS LICENSE is also executed by the grantee this _____ day of _____, _____.

GENERAL INSTALLATION LICENSE

1. TERM
2. CONSIDERATION
3. NOTICES
4. AUTHORIZED REPRESENTATIVES
5. SUPERVISION BY THE INSTALLATION COMMANDER
6. APPLICABLE LAWS AND REGULATIONS
7. CONDITIONAL USE BY GRANTEE
8. CONDITION OF PREMISES
9. COST OF UTILITIES
10. PROTECTION OF PROPERTY
11. INDEMNITY
12. RESTORATION
13. TERMINATION
14. ENVIRONMENTAL PROTECTION
15. HISTORIC PRESERVATION
16. DISCLAIMER

Figure L-2

Encl 4

NO. _____

DEPARTMENT OF THE ARMY LICENSE

INSTALLATION

COUNTY, STATE

THE SECRETARY OF THE ARMY, hereinafter referred to as the Secretary, under authority of the general administrative authority of the Secretary, hereby grants to _____

_____ hereinafter referred to as the grantee, a license for (insert specific use of property incidental to installation administration) or (insert specific use of land, facilities or space for the regular, occasional or nonrecurring use to state or local governments, youth, civic, community or non-profit organizations), over, across, in and upon lands of the United States, as identified in Exhibit(s) _____, attached hereto and made a part hereof, hereinafter referred to as the premises.

THIS LICENSE is granted subject to the following conditions.

1. TERM

This license is granted for a term of five (5) years, beginning _____, _____ and ending _____, _____, but revocable at will by the Secretary.

2. CONSIDERATION

a. The grantee shall pay in advance to the United States the amount of _____ (\$ _____), (in full for the term hereof) (payable _____) to the order of the Finance and Accounting Officer, _____ District, and delivered to _____

b. All consideration and other payments due under the terms of this license must be paid on or before the date they are due in order to avoid the mandatory sanctions imposed by the Debt Collection Act of 1982, (31 U.S.C. Section 3717). This statute requires the imposition of an interest charge for the late payment of debts owed to the United States; an administrative charge to cover the costs of processing and handling delinquent debts; and the assessment of an additional penalty charge on any portion of a debt that is more than 90 days past due. The provisions of the statute will be implemented as follows:

(1) The United States will impose an interest charge, the amount to be determined by law or regulation, on late payment of debts. Interest will accrue from (the due date) (the later of the due date or the date notification of the amount due is mailed to the grantee). An administrative charge to cover the cost of processing and handling each payment will also be imposed.

(2) In addition to the charges set forth above, the United States will impose a penalty charge of six percent (6%) per annum on any payment or portion thereof, more than ninety (90) days past due. The penalty shall accrue from the date of delinquency and will continue to accrue until the debt is paid in full.

(3) All payments received will be applied first to any accumulated interest, administrative and penalty charges and then to any unpaid rental or other payment balance. Interest will not accrue on any administrative or late payment penalty charge.

3. NOTICES

All notices and correspondence to be given pursuant to this license shall be addressed, if to the grantee, to _____; and if to the United States, to the Installation Commander, Attention: Director of Public Works, _____; or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

4. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary", "Installation Commander", or "said officer" shall include their duly authorized representatives. Any reference to "grantee" shall include any duly authorized representatives.

5. SUPERVISION BY THE INSTALLATION COMMANDER

The use and occupation of the premises shall be subject to the general supervision and approval of the Installation Commander, _____ Installation hereinafter referred to as said officer, and to such rules and regulations as may be prescribed from time to time by said officer.

6. APPLICABLE LAWS AND REGULATIONS

The grantee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the premises are located.

7. CONDITIONAL USE BY GRANTEE

The exercise of the privileges herein granted shall be:

- a. without cost or expense to the United States;
- b. subject to the right of the United States to improve, use or maintain the premises.
- c. subject to other outgrants of the United States on the premises.
- d. personal to the grantee, and this license, or any interest therein, may not be transferred or assigned.

8. CONDITION OF PREMISES

The grantee acknowledges that it has inspected the premises, knows its condition, and understands that the same is granted without any representations or warranties whatsoever and without any obligation on the part of the United States.

9. COST OF UTILITIES

The grantee shall pay the cost, as determined by the officer having immediate supervision over the premises, of producing and/or supplying any utilities and other services furnished by the Government or through Government-owned facilities for the use of the grantee, including the grantee's proportionate share of the cost of operation and maintenance of the Government-owned facilities by which such utilities or services are produced or supplied. The Government shall be under no obligation to furnish utilities or services. Payment shall be made in the manner prescribed by the officer having such jurisdiction.

10. PROTECTION OF PROPERTY

The grantee shall keep the premises in good order and in a clean, safe condition by and at the expense of the grantee. The grantee shall be responsible for any damage that may be caused to property of the United States by the activities of the grantee under this license, and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the grantee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefor by the grantee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

11. INDEMNITY

The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property of the grantee, or for damages to the property or injuries to the person of the grantee's officers, agents, or employees or others who may be on the premises at their invitation or the invitation of any one of them, and the grantee shall hold the United States harmless from any and all such claims not including damages due to the fault or negligence of the United States or its contractors.

12. RESTORATION

On or before the expiration of this license or its termination by the grantee, the grantee shall vacate the premises, remove the property of the grantee, and restore the premises to a condition satisfactory to said officer. If, however, this license is revoked, the grantee shall vacate the premises, remove said property and restore the premises to the aforesaid condition within such time as the District Engineer may designate. In either event, if the grantee shall fail or neglect to remove said property and restore the premises, then, at the option of said officer, the property shall either become the property of the United States without compensation therefor, or said officer may cause the property to be removed and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work. The grantee shall also pay the United States on demand any sum which may be expended by the United States after the expiration, revocation, or termination of this license in restoring the premises.

13. TERMINATION

This license may be terminated by the grantee at any time by giving the Installation Commander at least ten (10) days notice in writing provided that no refund by the United States of any consideration previously paid shall be made and provided further, that in the event that said notice is not given at least ten (10) days prior to the rental due date, the grantee shall be required to pay the consideration for the period shown in the Condition on CONSIDERATION.

14. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties to this license shall protect the premises against pollution of its air, ground and water. The grantee shall comply with any laws, regulations, conditions, or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by said Environmental Protection Agency, or any Federal, state, interstate or local governmental agency are hereby made a condition of this license. The

grantee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs from the grantee's activities, the grantee shall be liable to restore the damaged resources.

c. The grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises.

15. HISTORIC PRESERVATION

The grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the premises, the grantee shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed.

16. DISCLAIMER

This license is effective only insofar as the rights of the United States in the premises are concerned; and the grantee shall obtain any permit or license which may be required by Federal, state, or local statute in connection with the use of the premises. It is understood that the granting of this license does not preclude the necessity of obtaining a Department of the Army permit for activities which involve the discharge of dredge or fill material or the placement of fixed structures in the waters of the United States, pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (33 USC 403), and Section 404 of the Clean Waters Act (33 USC 1344).

THIS LICENSE is not subject to Title 10, United States Code, Section 2662, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the _____, this _____ day of _____, _____.

THIS LICENSE is also executed by the grantee this _____ day of _____, _____.

QUALIFYING STANDARDS FOR INDIVIDUALS RECOMMENDED BY THE
APPROPRIATE MACOM, NGB, OR USARC

- Knowledge and mastery of principles involving real estate licenses or permits transactions not requiring an appraisal or formal estimate of value and for a term of less than five years, and the ability to apply a variety of standard and nonstandard techniques, theories, and concepts.

- Ability to develop and apply applicable Army and Engineer regulations, within precedent or established guidelines, to solve real estate management problems or transactions related to licenses or permits.

- Ability to analyze and review complex reports, having precedent or established guidelines.

- In-depth knowledge of Army and COE policies, regulations and outgrant formats and applicable Federal and state statutes in the functional area of real estate licenses or permits and Interservice Support Agreements (ISA) as it relates to permits, and the ability to apply these, including AR 405-80, implementing Technical Manuals, and ER 405-1-12.

- Knowledge of multi-purpose land use classifications, types of real property interest acquired and title held by the Federal government.

- Knowledge of the legal complexities involved in permits and licenses, including the Interdepartmental Waiver Doctrine, Anti-Deficiency Act, probate, trusts, landlord/tenant, subdivision, local zoning ordinances, environmental, etc.

- Has worked for the Director of Public Works, in real estate functions related to outgrants, for no less than 3 years, and has attended the PROSPECT Course in Outgrants. One year experience in licenses or permits, either or both at the installation with appropriate on-the-job training or in a developmental assignment in the district, can be substituted for the PROSPECT Course. This redelegation is not restricted to individuals in the realty series (GS-1100), however, redelegation to individuals in the realty series is preferred.